

09-13-2002



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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Bank of America

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State  
☐ Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_  
Termination, Release and Discharge

Execution Date: April 12, 2002

2. Name and address of receiving party(ies)

Name: PDS Associates, Inc.

Internal

Address: \_\_\_\_\_

Street Address: 60 Backus Avenue

City: Danbury State: CT Zip: 06810

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☒ Corporation-State Delaware  
☐ Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic  
representative designation is attached: ☐ Yes ☒ No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,808,477

Additional number(s) attached ☐ Yes ☒ No

5. Name and address of party to whom correspondence  
concerning document should be mailed:

Name: Jason Mark Anderman

Internal Address: GOODWIN PROCTER LLP

Street Address: Seven Becker Farm Road

City: Roseland State: NJ Zip: 07068

6. Total number of applications and  
registrations involved: \_\_\_\_\_

1

7. Total fee (37 CFR 3.41).....\$ \_\_\_\_\_

- ☐ Enclosed  
☒ Authorized to be charged to deposit account

8. Deposit account number:

06-0923

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true  
copy of the original document.

Jason Mark Anderman

Name of Person Signing

Signature

September 11, 2002

Date

Total number of pages including cover sheet, attachments, and document: \_\_\_\_\_

7

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Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK  
REEL: 002581 FRAME: 0138

## TRADEMARK ASSIGNMENT

This Trademark Assignment ("**Assignment**") is entered into this 12 day of April, 2002 by and between LOS ANGELES TILE COMPANY, INC., with an address at 13536 Saticoy Street, Van Nuys, CA 91402 ("**Assignor**"), and PDS Associates, Inc. (d/b/a WATERWORKS, INC)., with an address at 60 Backus Avenue, Danbury, Ct. 06810 ("**Assignee**").

**WHEREAS**, Assignor is the owner of the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by this reference, including all applications or registrations therefore (the "**Mark**"); and

**NOW, THEREFORE**, for consideration in the amount of \$1 the receipt and sufficiency of which is hereby acknowledged:

**(1) Assignment.** Assignor hereby sells, assigns and transfers to Assignee, and its successors and assigns, the entire right, title and interest in and to the Mark, together with the good will of the business symbolized by the Mark, and any trademark registration issued by any governmental agency in connection therewith, whether within the United States or any state, country, or countries foreign to the United States (including, without limitation, the trademark registration identified as United States Patent and Trademark Office Registration No. 1808477, with a registration date of November 30, 1993), and further including, without limitation: all income, royalties, and damages now and hereafter due and/or payable to Assignor, including without limitation, damages and payments for past or future infringements and misappropriations thereof, all rights to sue for past, present and future infringements, dilutions, or misappropriations thereof, and all rights corresponding to any of the above throughout the world;

**(2) Authorization.** Assignor authorizes and requests the Commissioner of the United States Patent and Trademark Office and any official of any state, country or countries foreign to the United States, whose duty is to issue trademark registration or other evidence or forms of intellectual property protection on applications as aforesaid, to issue the same to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

**(3) Assistance.** Assignor agrees to communicate to Assignee, its successors, legal representatives and assigns, any facts known to Assignor respecting the Mark, sign all lawful papers, make all rightful oaths, and generally do everything reasonably necessary to aid the Assignee, its successors, legal representatives and assigns, to obtain and enforce proper protection for the Mark.

**(4) Further Use.** Assignor agrees not to make any further use of the Mark on or in connection with any goods or services, nor challenge Assignee's use of the Mark after the date of this Assignment. Notwithstanding the foregoing, Assignee grants back to Assignor a non-exclusive and non-transferable license to use the Mark for the sole purpose of Assignor's good faith liquidation of its remaining inventory labeled with the Mark, as existing on the date of this Assignment. Assignee reserves all rights in the Mark not expressly granted in this license, and this license terminates upon the liquidation of such Inventory. All rights arising from Assignor's use of the Mark inure to the benefit of Assignee, and Assignor agrees not to take any action that might harm or prejudice the Mark.

**(5) Representations and Warranties.** Assignor represents and warrants: (i) that it owns all right, title, and interest in and to the Mark together with the goodwill of the business symbolized by the Mark, including, without limitation, the federal and state trademark registrations thereof and applications therefor, free and clear of any claims, liens, or other encumbrances, and has no knowledge of any claims, liens, or encumbrances asserted regarding the Mark as of the date of this Assignment; and (ii) that it has not licensed the Mark to any other person or entity or granted any rights with respect to the Mark to any other person or entity

(6) **Filing.** Assignee, at its own cost and expense, agrees to file a fully executed copy of this Assignment with the United States Patent and Trademark Office within ninety (90) days of the date of this Assignment.

(7) **General.** This Assignment is the entire agreement between the parties and supersedes all earlier or simultaneous agreements regarding the subject matter. This Assignment may be amended only in writing, signed by both parties. All claims regarding this Assignment are governed by and construed in accordance with the laws of the State of Connecticut applicable to contracts wholly made and performed in the State of Connecticut except for any choice or conflict of law principles, and must be litigated in the State of Connecticut regardless of the inconvenience of the forum, except that Assignee may seek temporary injunctive relief in any venue of its choosing. This Assignment binds and inures to the benefit of the parties' assigns, successors, trustees, heirs, receivers and administrators. All notices, including notices of address changes, under this Assignment must be sent by registered or certified mail or by overnight commercial delivery to the address set forth in this Assignment by each party; Assignor must also forward copies of all notices to the attention of Assignee's legal department.

**IN WITNESS WHEREOF**, the parties hereto have caused this Assignment to be executed by their respective duly authorized representatives as of the day and year above written.

**ASSIGNOR:**

**ASSIGNEE:**

**LOS ANGELES TILE COMPANY, INC.**

**PDS Associates, INC.**

By: [Signature]

By: [Signature]

Name: DAVID AUFFMAN

Name: Christopher Langhoff

Title: EXEC VP.

Title: Chief Financial Office and Senior Vice President

State of CALIF.

County of LA

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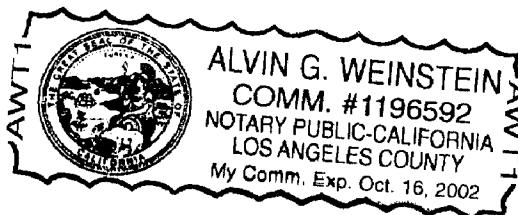
There personally appeared the above-mentioned individual executing this Assignment on behalf of Assignor, who made oath that he was the duly authorized officer of LOS ANGELES TILE COMPANY, INC., and that he executed the foregoing instrument as the free act and deed of the corporation, before me.

[Signature]  
(Signature), Notary Public

Print Name Alvin G. Weinstein

My commission expires: OCT 16, 2002

Date: 4-18-02



**EXHIBIT A**

**MARK**

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